

IN THE CIRCUIT COURT FOR BLOUNT COUNTY, TENNESSEE

LESLIE A. HAYES)

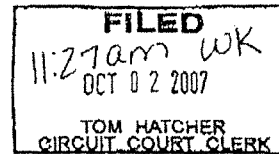
Plaintiff)

v.)

Case No. L-15947

AMERICAN BANKERS INSURANCE)
COMPANY OF FLORIDA)

Defendant)



COMPLAINT

Comes the Plaintiff, Leslie A. Hayes, by and through counsel, and for cause of action states as follows:

1. The Plaintiff, Leslie A. Hayes, is a citizen and resident of Blount County, Tennessee, who currently resides at 2314 Eva Jean Drive, Maryville, Tennessee 37804.

2. The Defendant, American Bankers Insurance Company of Florida ("American Bankers Insurance"), is an insurance company licensed to do business in the State of Tennessee. Its principal place of business is located at 11222 Quail Roost Drive, Miami, Florida 33157-6596. American Bankers Insurance is licensed to do business in the State of Tennessee and may be served with process through the Tennessee Commissioner of Insurance.

3. This Court has jurisdiction and venue to hear this matter inasmuch as the Defendant sold a policy of insurance to

the Plaintiff for a residence in this jurisdiction and the loss described hereinbelow occurred within this jurisdiction.

4. The Plaintiff purchased an insurance policy through American Bankers Insurance which was in effect on October 2, 2006. A copy of the applicable homeowners insurance policy is attached hereto as Exhibit 1 and incorporated herein by reference.

5. The insurance policy purchased by the Plaintiff provided comprehensive mobile home coverage of \$29,000.00.

6. On or about October 2, 2006, the Plaintiff sustained fire damage to her home.

7. The Plaintiff subsequently notified American Bankers Insurance of the fire damage.

8. The Plaintiff's home sustained a total loss.

9. American Bankers Insurance has not paid all of the benefits to which the Plaintiff is entitled under the homeowners insurance policy which the Plaintiff purchased.

10. American Bankers Insurance's decision not to pay the Plaintiff all of the benefits to which she was entitled was intentional and willful.

11. American Bankers Insurance's actions were unfair and deceptive acts designed to increase its own profits at the expense of the Plaintiff.

COUNT I

Breach of Contract

12. The allegations in paragraphs 1-11 are incorporated herein by reference as if copied verbatim.

13. The Defendant's actions constitute a breach of contract.

14. The Defendant's actions have caused damages to the Plaintiff for which the Plaintiff is entitled to recover compensation.

COUNT II

Violation of the Tennessee Consumer Protection Act

15. The allegations in paragraphs 1-14 are incorporated herein by reference as if copied verbatim.

16. The Defendant's actions were intentional and willful and constitute a violation of the Tennessee Consumer Protection Act, T.C.A. § 47-18-101 et seq.

17. The Defendant's actions have caused damages to the Plaintiff for which the Plaintiff is entitled to recover compensation.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays for the following relief:

1. The Defendant be served with process and be required to respond within the time required by law;

2. The Plaintiff be entitled to recover a Judgment in an amount not to exceed Twenty-Nine Thousand Dollars (\$29,000.00) for actual damages which she has sustained in this matter;

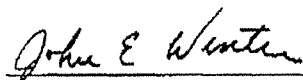
3. The Plaintiff be entitled to recover treble damages for the Defendant's intentional and willful violation of the Tennessee Consumer Protection Act;

4. The Plaintiff be entitled to recover reasonable and necessary attorneys' fees for the Defendant's violation of the Tennessee Consumer Protection Act;

5. The Plaintiff be entitled to prejudgment interest for any Judgment awarded to her; and

6. The Plaintiff be entitled to any additional relief to which this Court deems her entitled.

Respectfully submitted this 2nd day of October, 2007.


JOHN E. WINTERS, BPR # 016345
Attorney for Plaintiff

OF COUNSEL:

KRAMER RAYSON LLP
P. O. Box 629
Knoxville, Tennessee 37901
(865) 525-5134

COST BOND

We hereby acknowledge ourselves as surety for the costs of this cause.

KRAMER RAYSON LLP

By: John E. Winter
Partner

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA****MOBILOWNERS POLICY**

THIS ENDORSEMENT CHANGES THE PROGRAM. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE**SCHEDULE***

These Limits of Liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of Occurrences, the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule. These Limits of Liability apply separately, to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

1.	PHYSICAL DAMAGE Limit Of Liability for Fungi, Wet Or Dry Rot, Or Bacteria	[\$5,000]
2.	PERSONAL LIABILITY COVERAGE Aggregate Sublimit Of Liability for Fungi, Wet Or Dry Rot, Or Bacteria (If the Policy does not provide PERSONAL LIABILITY COVERAGE , there is no coverage for Fungi, Wet or Dry Rot Or Bacteria)	[\$10,000]

*Entries may be left blank if shown elsewhere in this policy for this coverage.

The following definition section is added to YOUR policy and applies to both the **PHYSICAL DAMAGE** and **LIABILITY** sections of the policy:

DEFINITIONS**Fungi**

Fungi means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by Fungi.

Under **LIABILITY** section, this does not include any fungi that are on, or are contained in, a good or product intended for consumption.

Insured

Insured means YOU and residents of YOUR household who are:

- YOUR relatives; or
- Other persons under the age of 21 and in the care of any person named above.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

Bodily Injury; or
Property Damage.

PHYSICAL DAMAGE**YOUR ADDITIONAL COVERAGES**

The following Additional Coverage is added:

FUNGI, WET OR DRY ROT, OR BACTERIA

The amount shown in the Schedule above is the most we will pay for the total of all loss payable under

PHYSICAL DAMAGE caused by Fungi, wet or dry rot, or bacteria including the following:

The cost to remove Fungi, wet or dry rot, or bacteria from property covered under **PHYSICAL DAMAGE**; and

The cost to tear out and replace any part of the building or other covered property as needed to gain access to the Fungi, wet or dry rot, or bacteria; and

The cost of testing of air or property to confirm the absence, presence or level of Fungi, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is reason to believe that there is a presence of Fungi, wet or dry rot, or bacteria.

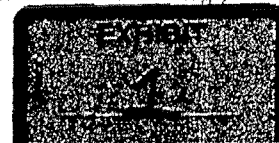
The coverage described above only applies when such loss or costs are a result of a covered loss, not otherwise excluded, that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the covered loss occurred.

The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

Number of locations insured under this endorsement; or

Number of claims made.

If there is a covered loss or damage to covered property, not caused, in whole or in part, by Fungi, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage.



except to the extent that Fungi, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the Limit of Liability applying to the damaged covered property.

PHYSICAL DAMAGE DOESN'T PROVIDE PAYMENT FOR:

The following is added:

Loss caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all Insureds and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Fungi, Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of Fungi, wet or dry rot, or bacteria.

This Exclusion does not apply:

When Fungi, wet or dry rot, or bacteria results from fire or lightning; or

With respect to a covered loss other than fire or lightning, to the extent coverage is provided for in the Fungi, Wet Or Dry Rot, Or Bacteria coverage under the PHYSICAL DAMAGE - YOUR ADDITIONAL COVERAGES section of the policy.

GENERAL POLICY CONDITIONS

The following condition is added:

POLICY PERIOD

This policy applies to loss or costs which occur during the policy period.

LIMITS OF LIABILITY

The following sections are added:

For Physical Damage Losses, the insuring of more than one property by this policy does not increase OUR Liability limits or the Amount of Insurance.

OUR total liability under PERSONAL LIABILITY COVERAGE for all damages resulting from any one

Occurrence will not be more than the PERSONAL LIABILITY COVERAGE Limit Of Liability coverage shown in the Declarations. This limit is the same regardless of the number of Insureds, claims made or persons injured. All Bodily Injury and Property Damage resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one Occurrence.

OUR total liability under MEDICAL PAYMENTS TO OTHERS COVERAGE for all medical expense payable for Bodily Injury to one person as the result of one accident will not be more than the MEDICAL PAYMENTS TO OTHERS COVERAGE Limit Of Liability coverage shown in the Declarations.

However, OUR total liability under PERSONAL LIABILITY COVERAGE for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any Fungi, wet or dry rot, or bacteria will not be more than the PERSONAL LIABILITY COVERAGE Aggregate Sublimit Of Liability for Fungi, Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

Number of locations insured under the policy to which this endorsement is attached; or

Number of persons injured; or

Number of persons whose property is damaged; or

Number of Insureds; or

Number of Occurrences or claims made.

This sublimit is within, but does not increase, the PERSONAL LIABILITY COVERAGE Limit Of Liability. It applies separately, to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of Fungi, wet or dry rot, or bacteria applicable under PERSONAL LIABILITY COVERAGE, the following is added:

SEVERABILITY OF INSURANCE

This insurance applies separately to each Insured except with respect to the Aggregate Sublimit Of Liability. This condition will not increase the Limit of Liability for this coverage.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

THIS IS YOUR MOBILOWNERS POLICY

IMPORTANT NOTICE

TO REPORT A CLAIM CALL
1-800-358-0600

*Always Have Your Policy Number Available
When Reporting A Claim*

ARSON PREVENTION PROGRAM

American Bankers Insurance Company of Florida will pay
\$1,000.00
for information leading to the conviction of any person for
arson to a dwelling or vehicle insured by the Company.

FOR CUSTOMER SERVICE CALL:
1-305-253-2244, EXTENSION 5405

FOR QUESTIONS CONCERNING BILLING CALL:
1-305-253-2244, EXTENSION 6538



**You're Insured
With The Leader**

WE WELCOME YOU AS A POLICYHOLDER OF

**AMERICAN BANKERS INSURANCE COMPANY OF
FLORIDA**
11222 Quail Roost Drive, Miami, FL 33157-6596

AB4080PC-1080

REORDER

AB4080Z-0599

This blank page was inserted to balance the booklet.

The blank page goes in back of the cover page.

If you insert a new page, you can delete this one, but there always needs to be an even number of pages.

American Bankers

Mobilowners Policy Includes . . .

- ☒ **Broader coverage**
- ☒ **Faster, better claim service**
- ☒ **Convenience and reliability**

OUR business is helping YOU when YOU'RE in trouble – and providing YOU with peace of mind.

For all the protection YOU get, OUR rates are still the lowest possible. This policy means what it says plainly, in language YOU can understand. Should something happen and YOU need US – just call. OUR specialists show up immediately and get the work done without delay.

When YOU face a loss, that's when YOU find out how good YOUR insurance really is. American Bankers became one of the largest writers in Mobile Home Insurance by understanding YOUR problems. WE know YOUR home is YOUR largest investment and WE want to help YOU protect it.

This Mobilowners Policy is a legal contract between YOU and US. It contains the full terms of OUR agreements.

This policy is a legal contract between you and us. The new Mobilowners Policy has been:

- designed for your easy reference;
- simplified to make it more understandable; and
- arranged to better display the available coverages.

PLEASE READ YOUR POLICY CAREFULLY.

**YOUR AMERICAN BANKER
MOBILOWNERS POLICY INDEX**

	Page
INSURING AGREEMENT	4
PHYSICAL DAMAGE.....	4
Comprehensive Coverage Defined	4
Comprehensive Mobile Home Coverage	4
Comprehensive Adjacent Structure Coverage	5
Comprehensive Personal Effects Coverage	5
Personal Effects Doesn't Include	5
Personal Effects Items Subject to Limited Coverage	5
Extension of Personal Effects Coverage	6
Trip Coverage	6
Natural Disaster Protection	6
Your Additional Coverages	7
Additional Living Expense Coverage	7
Credit Card and Depositor's Forgery Coverage	8
Debris Removal Coverage	8
Emergency Removal Service Coverage	9
Fire Department Service Coverage	9
Radio and Television Antenna Coverage	9
Trees, Shrubs, Plants, and Lawn Coverage	9
Tie-Down Equipment	9
Our Payment Methods	9
Our Payment Methods for Specific Types of Loss	10
Deductible	11
Physical Damage Doesn't Provide Payment for	11
PERSONAL LIABILITY	12
Definitions	12
Personal Liability Coverage	12
Medical Payments to Others Coverage	13
Claim Expense	13
First Aid Expenses	14
Damage to Property of Others	14
Liability Doesn't Provide Payment For	14

	Page
GENERAL POLICY CONDITIONS	16
Appraisals	16
Automatic Reinstatement of Coverage	16
Bankruptcy	16
Cancellation or Nonrenewal	16
Changes in Your Policy	17
Legal Action Against Us	18
Lienholder Interest	18
Limits of Liability	19
Our Right to Recover From Others	19
Other Insurance	19
Location	19
Transfer of This Policy	20
What to Do When You Have a Loss	20
REQUIRED STATE CHANGES	21
SECURED INTEREST PROTECTION ENDORSEMENT	22
Collision or Upset	22
Alteration	22
Conversion	22
Concealment	22
Repossession Expense	23
Our Payment Methods	23
Deductible	24
Secured Interest Protection Doesn't Provide Coverage	24
General Conditions of Secured Interest Protection	24
Other Insurance	24
Our Right to Recover From Others	24
What To Do When A Loss Occurs	24
INFLATION PROTECTION ENDORSEMENT	27

YOUR AMERICAN BANKERS MOBILOWNERS POLICY

INSURING AGREEMENT

WE, WE'LL, US, OUR, always mean AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA, Miami, Florida.

YOU, YOUR, YOURS, means the person named on Page One and that person's husband or wife or other member of YOUR family who lives in the same Mobile Home, as the named insured. YOU, YOUR, YOURS can mean each or all of YOU.

With YOUR payment of the premium, WE agree to provide the insurance YOU have selected as shown on Page One. This is subject to all policy terms and conditions. Page One is the separate enclosed page and is a part of this policy. WE provide insurance only for covered losses which occur during the Policy Period shown on Page One.

PHYSICAL DAMAGE

Physical Damage always refers to damage to property YOU own. WE'LL identify the coverage WE provide for YOUR mobile home, adjacent structures and personal effects.

COMPREHENSIVE COVERAGE DEFINED

WE'LL pay for direct, sudden and accidental loss of, or damage to YOUR mobile home, adjacent structures and personal effects - not caused by collision or upset in transit. This is subject to all policy terms and conditions. Accidental glass breakage, loss or damage from missiles, falling objects, theft, windstorm, animal collision and collision of a motor vehicle with YOUR mobile home at its permanent location are all considered Comprehensive losses.

COMPREHENSIVE MOBILE HOME COVERAGE

WE'LL pay for direct, sudden and accidental loss of, or damage to YOUR mobile home, described on Page One, its original parts, equipment and accessories furnished by the manufacturer, dealer or seller of the mobile home and replacements of these items. YOUR Comprehensive Mobile Home Coverage will include all items listed in the certificate of origin, bill of sale, manufacturers invoice or on the original sales invoice given to YOU at the time YOU purchased YOUR mobile home and which are inside or attached to YOUR mobile home. Comprehensive Mobile Home Coverage doesn't apply while the mobile home is in transit.

COMPREHENSIVE ADJACENT STRUCTURES COVERAGE

WE'LL pay for direct, sudden and accidental loss of, or damage to adjacent structures YOU own.

Adjacent Structures are structures on YOUR mobile home premises which are not attached to the mobile home.

Comprehensive Adjacent Structures Coverage doesn't apply while the adjacent structures are in transit.

COMPREHENSIVE PERSONAL EFFECTS COVERAGE

WE'LL pay for direct, sudden and accidental loss of, or damage to YOUR clothing, cooking utensils, radios, TVs, record players and YOUR other personal possessions up to the amount shown on Page One. These personal effects must be located in YOUR mobile home or a fully enclosed adjacent structure located on YOUR premises. Personal effects are items incidental to the use of YOUR mobile home as a dwelling.

Coverage includes loss or damage caused by theft, including property while in any bank, trust or safe deposit company, public warehouse or occupied dwelling not owned or occupied by or rented by YOU where the property has been placed for safe keeping.

Mysterious disappearance loss is not insured.

PERSONAL EFFECTS DOESN'T INCLUDE:

Any motor vehicle licensed or not, for use on or off public roads except golf carts while used for golfing, riding lawn mowers or equipment usual and incidental to the maintenance of YOUR mobile home premises;

YOUR animals, boats, aircraft, property of roomers or boarders, boat motors and money or securities;

Tape decks, tapes, two-way radios or record players installed in or primarily used in any motor vehicle, boat or aircraft;

Property separately listed and separately insured by any other insurance; or

Any item listed or insured under Comprehensive Adjacent Structures Coverage.

PERSONAL EFFECTS ITEMS SUBJECT TO LIMITED COVERAGE

This coverage includes the following special items: Collections of stamps or collections of coins, jewelry, art, antiques, heirlooms, cameras, golf equipment, musical instruments, guns and furs. WE'LL pay only up to \$250 for each of these special items but not more than \$500 maximum for all losses from one occurrence. WE'LL pay for loss to these special items only when caused by fire, lightning, earthquake, landslide,

windstorm, flood, rising waters, robbery, or burglary. There must be visible signs of forced entry for a loss to be caused by burglary.

If YOU own any of these special items with values higher than WE provide here, ask YOUR agent for Scheduled Personal Property Coverage.

EXTENSION OF PERSONAL EFFECTS COVERAGE

WE'LL also pay up to 10% of the amount of Comprehensive Personal Effects Coverage for loss of, or damage to YOUR personal effects outside of, or off the premises of YOUR mobile home or a fully enclosed adjacent structure caused by fire, lightning, windstorm, earthquake, landslide, flood, rising water or theft.

TRIP COVERAGE

This is an optional coverage. YOU can buy this coverage each time YOU move YOUR mobile home, for an additional premium.

WE'LL show the period of coverage on Page One or on a separate attachment to this policy.

If YOU buy this coverage, WE'LL pay for direct, sudden and accidental loss of, or damage to YOUR mobile home occurring while YOUR mobile home is being moved.

Collision which damages only wheels, tires, axles and running gear isn't insured.

Coverage starts when the leveling jacks or blocks are removed and utilities are disconnected from YOUR mobile home for the purpose of transportation. Coverage ends when YOUR mobile home is unhitched from the transportation vehicle.

In each claim for loss or damage \$100 will be deducted from the total amount of loss unless otherwise shown on Page One.

Before YOUR mobile home is moved, tell US or YOUR agent about it.

NATURAL DISASTER PROTECTION

This is optional protection. If YOU borrowed money to buy YOUR mobile home, Natural Disaster Protection may increase the amount of YOUR Comprehensive or Named Perils Mobile Home Coverage in order to pay off YOUR loan. YOU can buy Natural Disaster Protection for an additional premium.

If YOU buy this protection WE'LL pay for either the actual cash value of YOUR mobile home or the outstanding principal balance of the loan for YOUR mobile home, whichever is more, if YOUR mobile home is destroyed by windstorm, flood, earthquake, landslide or hail. WE reserve the right to offer YOU a replacement mobile home of a similar kind, quality and value.

Outstanding principal balance of the loan means the unpaid amount YOU owe YOUR lienholder named on Page One, minus past due payments, unearned interest, insurance, finance and other carrying charges computed as of the date of YOUR loss. This is also minus any penalties or other charges which may have been added to YOUR loan after the loan was finalized.

Flood means:

A general temporary condition of partial or complete covering of normally dry land areas from:

The overflow of inland tidal water, or

The unusual and rapid build-up or run-off of surface water from any source, or

Mudslides or mudflows which are caused by the build-up of water on or under the ground, or

Flood can also mean the collapse or sinking of land along the shore of a body of water as a result of erosion or undermining caused by waves or currents of water exceeding the normal levels, which results in a Flood as defined above.

Flood, as defined above, is at least as broad as that offered by the Standard Flood Insurance Policy [NFIA-1 (Ed. 7-74)].

YOUR ADDITIONAL COVERAGES

When YOU buy Comprehensive Mobile Home Coverage WE automatically include the following additional coverages. WE'LL pay for these losses with no deductible.

ADDITIONAL LIVING EXPENSE COVERAGE

WE'LL pay YOU up to \$20 a day for a maximum of 30 days for reasonable Additional Living Expenses YOU pay when YOU can't live in YOUR mobile home because it is damaged or destroyed by a Comprehensive or Named Perils Mobile Home Coverage loss. OUR payment ends when YOUR mobile home is repaired or replaced or seven days after WE have offered to make a reasonable cash settlement. WE'LL need paid receipts to verify YOUR reasonable additional living expenses incurred in addition to YOUR normal living expenses.

CREDIT CARD AND DEPOSITOR'S FORGERY COVERAGE**Credit Card Forgery**

WE'LL pay up to \$50 for each credit card loss, but not more than \$500 for all losses from one occurrence when YOU are legally obligated to pay the issuers of the credit cards because of unauthorized use of one or more of YOUR credit cards which have been lost or stolen. This coverage doesn't apply to YOUR use of YOUR credit cards, or anyone who uses YOUR credit cards with YOUR permission. All YOU have to do is fully comply with the terms under which the credit cards were issued to YOU.

Depositor's Forgery

WE'LL pay up to \$500 to YOU for a loss which YOU become legally obligated to pay through forgery or alteration of YOUR check, draft, promissory note, bill of exchange or any similar written promise, order or direction. This includes any check or draft made or drawn in YOUR name, made payable to a fictitious payee.

Court Costs

WE'LL pay up to \$500 for YOUR reasonable attorney's fees, court costs and other legal expense when suit is brought against YOU for someone else's unauthorized use of YOUR credit cards or forgery or alteration of YOUR checks, drafts, promissory notes, bills of exchange or similar written promises, order or direction. OUR payment for these expenses is in addition to any other amount WE may pay for these losses.

Counterfeit Money

WE'LL pay up to \$50 for any one loss YOU have when YOU, in good faith, accept counterfeit United States or Canadian paper money. WE'LL pay YOU up to \$100 maximum for two or more losses in any one policy year of coverage.

Credit Card and Depositor's Forgery Coverage pays only for YOUR personal nonbusiness losses. Losses from YOUR job, business or other means of earning a living aren't insured.

DEBRIS REMOVAL COVERAGE

WE'LL pay the actual cost up to \$50 for removal of debris from YOUR premises when deposited by windstorm or other hazard covered by this policy. This doesn't apply to removal of debris which would be considered normal maintenance.

EMERGENCY REMOVAL SERVICE COVERAGE

WE'LL pay when YOUR mobile home must be moved because it is threatened by a loss covered by this policy. The amount of coverage is the actual cost up to \$200 if YOUR mobile home can be removed in one section and the actual cost up to \$400 for two or more sections.

FIRE DEPARTMENT SERVICE COVERAGE

WE'LL pay when the fire department is called because of a fire in, or endangering YOUR mobile home. WE'LL pay for the actual fire department charge up to \$100 or the amount indicated on Page One.

RADIO AND TELEVISION ANTENNA COVERAGE

WE'LL pay the actual cost up to \$50 or the amount indicated on Page One for loss of, or damage to YOUR outside radio or television antennas located on YOUR mobile home premises caused by fire, lightning, earthquake, landslide, flood, rising water, robbery, burglary and windstorm.

TREES, SHRUBS, PLANTS, AND LAWN COVERAGE

WE'LL pay for loss or damage to YOUR trees, shrubs, plants and lawn caused by fire, lightning, explosion, riot or civil commotion, aircraft, vandalism, malicious mischief or motor vehicles not owned or operated by YOU.

Coverage is the actual cost up to \$25 for any one plant or shrub, the actual cost up to \$100 for the lawn or one tree, with a maximum combined payment of \$200 for each occurrence. WE don't insure property grown for business purposes.

TIE-DOWN EQUIPMENT

WE'LL pay for damage to YOUR mobile home tie-down anchoring systems. This doesn't include loss or damage from rust, corrosion or faulty installation.

OUR PAYMENT METHODS

The amount WE pay for loss of, or damage to YOUR mobile home, adjacent structures and personal effects except for the payment methods of Natural Disaster Protection will be the lowest of:

The difference between the actual cash value of YOUR property immediately before the loss and its actual cash value immediately after the loss, or

The cost of repairing the damage, or

The actual cash value of YOUR property immediately preceding the loss, or

The cost of replacing YOUR property, or

The amount of insurance shown on Page One.

We may also replace the property with property of similar kind, quality and value.

OUR PAYMENT METHODS FOR SPECIFIC TYPES OF LOSS

Hail

The amount WE'LL pay YOU for loss or damage from hail depends on the type of loss or damage it causes.

Hail can cause structural damage, which is the actual penetration of the exterior surface or the cracking or breaking of support materials. When this type of loss, or damage occurs, WE'LL pay YOU the cost of repairing or replacing the damaged portion of the property.

Hail often dents the exterior surface of a mobile home. Since there is no structural damage, this will in no way affect the utility of the mobile home. The amount WE pay for this will be the difference between the actual cash value of YOUR property immediately before the loss and its actual cash value immediately after the loss.

Pair and Sets

In case of loss to part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

Repair or replace any part to restore the pair or set to its value before the loss, or

Pay the difference between actual cash value of the pair or set before and after the loss.

WE can't guarantee the availability of parts or replacements. WE won't be obligated to repair or replace, the entire pair, set or series of objects, piece or panel when a part is lost or damaged.

Tie-Downs

WE'LL pay the replacement cost or repair cost, whichever is less for loss or damage to YOUR mobile home tie-down anchoring system.

Stolen Property

Before a loss for stolen property is paid or the property is replaced, WE may return any stolen property to YOU at OUR expense with payment for any damage.

If, as a result of YOUR loss, WE pay YOU in cash or by replacement an amount equal to the actual cash value of YOUR property before the loss, at OUR option, WE have the right to take legal title to YOUR property.

OUR Payment Methods are subject to the deductible and amounts as shown on Page One or elsewhere in this policy for the specific type of loss involved.

DEDUCTIBLE

Certain losses or damage are subject to a deductible amount as shown on Page One or elsewhere in this policy.

When YOUR loss is the deductible amount or less, YOU pay it all. When YOUR loss is more than the deductible shown, YOU pay the deductible amount and WE pay the rest up to the Amount of Insurance provided to YOU in this policy.

This policy may have different deductibles for different coverages. Only one deductible amount will be applied to a loss from one occurrence. If the deductible amounts are not equal, the highest deductible for the coverages involved in the loss will apply.

PHYSICAL DAMAGE DOESN'T PROVIDE PAYMENT FOR:

Loss or damage due and confined to wear and tear, freezing, neglect or mechanical or electrical breakdown or failure, or manufacturer defect;

Loss or damage resulting from or increased by water backing up through sewers or drains or water below the surface of the ground;

Any loss or damage caused by enforcement of any governmental requirement regulating construction, confiscation, repair, demolition, sale, occupancy or relocation of YOUR mobile home;

Any loss or damage if YOUR mobile home, adjacent structures, personal effects or premises are being used for any illegal trade or illegal business;

Loss or damage due and confined to leakage from rain, sleet or snow or its resulting damage whether or not wind driven;

Loss or damage if YOUR mobile home, adjacent structures, personal effects or premises are used exclusively for business or professional purposes;

Loss if YOU intentionally cause damage to or destruction of YOUR mobile home, adjacent structures or personal effects, or if YOU intentionally gave US materially false information with intent to deceive in order to obtain this policy or in YOUR presentation of claim;

Loss due to nuclear action which means nuclear reaction, radiation or radioactive contamination. Direct loss by fire resulting from nuclear action is insured. Loss or damage due to war, hostile or war-like action in time of peace or war whether declared or not declared.

Loss or damage to tires and wheels, unless damaged by fire or stolen while attached to or from inside the mobile home; and

Loss by theft to personal effects if the mobile home is not lived in or is vacant for more than 30 consecutive days before the loss.

LIABILITY

Liability provides protection against accidents that happen to somebody else, but that YOU are legally responsible for, subject to all policy terms and conditions.

WE'LL pay under Personal Liability Coverage for damages YOU become legally obligated to pay when the damages occur on YOUR mobile home premises or result from YOUR personal actions.

WE'LL pay for certain medical expenses whether or not YOU are legally liable as described in Medical Payments To Others Coverage, subject to all policy terms and conditions.

DEFINITIONS

Bodily Injury means bodily injury, sickness, disease or death of any person, except YOU or any resident of YOUR mobile home;

Property Damage means damage or destruction of property of others or damage or injury to it, including loss of its use.

Premises means: YOUR mobile home as long as it is not for rental, farm or business use. Included are premises used in connection with YOUR mobile home. Also included are adjacent sidewalks and drives to YOUR mobile home; vacant land other than farmland owned by or rented to YOU, including land on which a one or two family dwelling is being built for YOUR use; premises not owned by YOU but in which YOU temporarily live; or individual or family cemetery plots or burial vaults.

PERSONAL LIABILITY COVERAGE

If a claim is made or a suit brought against YOU for damages because of Bodily Injury or Property Damage, as we have described, WE will:

Pay up to OUR limit of Liability shown on Page One for the damages for which YOU are legally liable.

Provide a defense at OUR expense by attorneys of OUR choice. WE may make any investigations and settle any claims or suits that WE decide appropriate. OUR obligation to defend any claims or suit ends when the amount WE pay for damages resulting from the occurrence equals OUR Limit of Liability shown on Page One.

MEDICAL PAYMENTS TO OTHERS COVERAGE

WE'LL pay for YOU up to OUR Limit of Liability shown on Page One the necessary medical expenses incurred or medically determined within one year from the date of an accident causing Bodily Injury. The accident must occur between the "From" and "To" dates shown on Page One. Medical expenses means reasonable charges for medical, surgical, X-Ray, dental, ambulance, hospital, professional nursing, recognized religious method of healing, prosthetic devices and funeral services. This coverage doesn't apply to YOU or a resident of YOUR mobile home other than residence employees.

Medical Payments To Others Coverage applies only:

To a person on YOUR premises with YOUR permission:

To a person off of YOUR premises if the Bodily Injury:

Arises out of a condition in YOUR premises or the sidewalks and drives adjacent to YOUR premises;

Is caused by YOUR activities;

Is caused by a residence employee in the course of duties for YOU; or

Is caused by an animal owned by YOU or in YOUR care.

Personal Liability Coverage and Medical Payments To Others Coverage provides coverage only for:

Activities which are ordinarily incidental to nonbusiness pursuits.

WE PROVIDE THE FOLLOWING IN ADDITION TO THE LIMITS OF LIABILITY:

CLAIM EXPENSE

For claim expenses WE pay: Expenses incurred by US and costs taxed against YOU in any suit WE defend;

Premiums on bonds required in a suit defended by US, but not for bond amounts greater than the Limit of Liability for Personal Liability Coverage. WE are not obligated to apply for or furnish any bonds;

Expenses incurred by YOU at OUR request, including up to \$25 a day actual loss of earnings, for assisting US in the investigation or defense of any claim or suit; and

Interest on the entire entered judgment until WE pay, formally offer, or deposit in Court that part of the judgment which doesn't exceed the limit of OUR liability on that judgment.

FIRST AID EXPENSES

WE'LL pay YOUR expenses for first aid to others at the scene of an accident caused by YOU. WE'LL not pay for first aid to YOU.

DAMAGE TO PROPERTY OF OTHERS

WE'LL pay for Damage To Property Of Others caused by YOU up to \$250 per occurrence, subject to all policy terms and conditions.

LIABILITY DOESN'T PROVIDE PAYMENT FOR

PERSONAL LIABILITY COVERAGE AND MEDICAL PAYMENTS TO OTHERS COVERAGE DOESN'T PAY FOR BODILY INJURY OR PROPERTY DAMAGE:

Arising out of the serving or furnishing of alcoholic beverages to any person;

Arising out of YOUR business pursuits;

Arising out of the rental or holding for rental of any premises owned by YOU intended for use as a residence for more than two roomers or boarders;

Arising out of the rendering or failing to render professional services;

Arising out of any premises owned or rented to YOU unless it is shown on Page One or a premium charge has been made;

Arising out of the ownership, maintenance, use, loading or unloading of:

Any motor vehicle licensed or not for road use, on or off public roads, except golf carts while used for golfing, riding lawn mowers or equipment usual and incidental to the maintenance of YOUR mobile home premises;

Aircraft;

Watercraft;

If the watercraft has inboard or inboard-outboard motor(s) exceeding 50 horsepower;

If it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length; or

If it is powered by one or more outboard motors with more than 25 combined total horsepower owned by YOU;

Caused directly or indirectly by war, hostile or war-like action in time of peace or war whether or not declared, riot or civil disorder; or which is expected or intended by YOU.

PERSONAL LIABILITY COVERAGE DOESN'T PAY FOR BODILY INJURY OR PROPERTY DAMAGE FOR:

Liability assumed in any contract or agreement in connection with any business of YOURS;

Damage to property owned by YOU;

Damage to property rented to, occupied or used by YOU or in YOUR care except sudden and accidental damage from fire, explosion, smoke or smudge caused by YOU;

Bodily Injury to any person eligible to receive any benefits required to be provided by YOU under any worker's compensation, nonoccupational disability or occupational disease law; or

Bodily Injury or Property Damage if YOU are also insured by a nuclear energy liability policy whether or not its limits of liability have been exhausted.

MEDICAL PAYMENTS TO OTHERS COVERAGE DOESN'T PAY FOR BODILY INJURY:

To a residence employee if Bodily Injury occurs off YOUR mobile home premises and doesn't arise out of, or in the course of, the employment by YOU;

To any person eligible to receive any benefits required to be provided or voluntarily provided by any workers' compensation, non-occupational disability or occupational disease law; or

From nuclear action meaning nuclear reaction, radiation or radioactive contamination.

DAMAGE TO PROPERTY OF OTHERS DOESN'T PAY:

If the loss is insured in any PHYSICAL DAMAGE coverage in this policy;

If the loss is caused intentionally by a named insured over 12 years old;

For loss to property owned by, or rented to YOU, a tenant of YOURS or a resident of YOUR mobile home; or

If the loss arises from:

Business pursuits;

Any act or omission in connection with a premises owned, rented or controlled by YOU unless it is shown on Page One or a premium charge has been made; or

The ownership, maintenance or use of a motor vehicle, aircraft, or watercraft.

GENERAL POLICY CONDITIONS

These general conditions apply to YOUR policy.

APPRAISALS

If settlement can't be agreed to, then both YOU and WE have the right to select a competent and disinterested appraiser within 20 days from the date of disagreement. The appraisers will select an umpire. The appraisers will determine the amount of the loss. If they don't agree, then each appraiser will submit his amount of the loss to the umpire. The agreement of any two will determine the amount of loss. YOU pay YOUR appraiser and WE pay OUR appraiser. YOU and WE share equally the expense of the umpire and all other expenses of the appraisals.

AUTOMATIC REINSTATEMENT OF COVERAGE

Any damage to YOUR property will reduce the amount of coverage available by the amount of the damage. YOUR coverage will return to the Amount of Insurance shown on Page One upon completion of repairs or replacements.

BANKRUPTCY

If you become bankrupt or insolvent WE will still be obligated by this policy.

CANCELLATION OR NONRENEWAL

YOU can cancel YOUR policy by mailing to US a written notice telling US the future date cancellation is to be effective. If a lienholder is named on Page One, WE'LL mail written notice to the lienholder ten days prior to cancellation of the lienholder's interest in this policy.

WE can cancel this policy for any reason during the first 60 days. WE can cancel this policy after the first 60 days only if YOU or YOUR representative:

Conceal, omit or misrepresent any material facts or circumstances, or

Make a false or fraudulent claim, or

Have knowledge of any change that substantially increases the risk assumed by US without notifying US and paying any required premium for the increased risk, or

Haven't paid the premium.

WE'LL mail a cancellation notice to YOU at least 30 days (10 days if YOU haven't paid the premium or if in the first 60 days of coverage) before this policy is cancelled.

WE'LL mail a cancellation notice to YOUR last address known to US. WE'LL also give the same notice to YOUR lienholder.

YOUR lienholder can cancel this policy if YOUR mobile home has been repossessed or the lienholder has otherwise acquired ownership of the mobile home. The lienholder may then, for the account of all parties at interest in this policy and upon surrender of its copy of the policy, cancel this policy. If there is any refund or premium due YOU, WE'LL mail to YOU with YOUR cancellation notice or as soon as possible after WE mail the notice. If there is a lienholder, its interest will be recognized in any refund due.

WE agree to offer to renew YOUR policy unless WE mail YOU at least 45 days, but not more than 60 days before the "To" date shown on Page One, written notice of OUR intention not to renew this policy. With YOUR payment of the premium WE will renew this policy.

If YOU cancel this policy anytime within one year after the "From" date shown on Page One, 90% of the unearned premium will be returned to YOU. If YOU cancel this policy after the first year, YOUR unearned premium will be returned to YOU on a pro-rate basis. If WE or the lienholder cancel this policy, the return premium will be calculated pro rata. All return premiums will be subject to the "Minimum Earned Premium" shown on Page One of this policy.

90% of the unearned premium means that WE keep premium for the period of time YOU were insured, plus a percentage charge to cover cancellation expenses. Pro-rate cancellation means that WE keep premium only for the period of time YOU were insured.

CHANGES IN YOUR POLICY

If any provision of this policy is in conflict with YOUR state's or the Federal Government's laws or regulations at the time YOUR policy is written, it is automatically changed to conform to them. WE'LL automatically give YOU the benefit of any extension or broadening of this policy, if the change doesn't require additional premium.

When YOUR policy is renewed, continued or extended, WE will furnish YOU any form revisions applicable to YOUR coverage.

The only other way this policy can be changed is if WE change it in writing, which will be made a part of this policy. Any change in YOUR premium will be made at that time.

LEGAL ACTION AGAINST US

YOU may not bring legal action against US concerning this policy unless YOU have fully complied with all of its terms.

Under the Liability Coverages no legal action may be brought against US until judgment against YOU has been finally determined after trial.

YOUR policy does not give anyone the right to make US a part of any action to determine YOUR liability.

LIENHOLDER INTEREST

If YOU borrowed money to buy YOUR mobile home, the person or business that loaned YOU the money is called the lienholder. Lienholder means the person, firm, association, corporation or other legal entity named as the lienholder on Page One. The designation of a lienholder is considered to be an acknowledgement by YOU that the entity named has a legal interest in the mobile home due to an installment sales contract; or other security agreement. YOUR lienholder may require YOU to name it on Page One as a separate insured party, for any insurable interest it may have.

When a lienholder is named on Page One, OUR Payment Method will recognize the lienholder's interest in YOUR property. If WE elect to settle YOUR loss or damage in money, both YOUR name and YOUR lienholder's will appear on OUR payment check. If YOU have paid off YOUR lienholder, please tell US so that the lienholder's name may be removed from the policy.

If YOUR interest in the mobile home is terminated, OUR Payment Method will recognize only the lienholder's interest. No change in title or ownership of YOUR mobile home or any negligent acts of YOURS will cancel the lienholder's interest in this policy.

YOU or the lienholder must let US know of any change of ownership or any increase in hazard which comes to YOUR or the lienholder's knowledge. If an increase in hazard requires an additional premium, YOU must pay the additional premium.

If YOU fail to pay any premium due for this policy, YOUR lienholder may be requested to pay that premium.

If YOU fail to give US proof of loss within the required 90 days, the lienholder is given an additional 30 days to notify US of the loss.

LIMITS OF LIABILITY

The insuring of more than one person by this policy does not increase OUR Liability Limits or the Amount of Insurance.

OUR RIGHT TO RECOVER FROM OTHERS

After WE have made payment under this policy, except for Medical Payments To Others, WE have the right to recover the payment from anyone who may be held responsible. YOU will be required to sign any papers and do whatever else is necessary to transfer this right to US.

Neither YOU nor anyone WE insure in this policy has the right to do anything to prejudice OUR right.

OTHER INSURANCE

Occasionally other insurance pays YOU or pays for the loss or damage which is also insured by this policy. When this happens, the following rules apply:

If the other insurance isn't provided by US, WE'LL pay only for OUR share of any coverage for any loss or damages in excess of any applicable deductibles. OUR share is determined by adding up the limits or amounts of all collectible insurance benefits and finding the percentage of the total which OUR limits or amount represents.

This policy is excess coverage for Comprehensive Personal Effects Coverage if there is other insurance coverage which will pay first. After the other policy has paid up to its limit, OUR policy will provide coverage up to its amount, but not exceeding the remainder of YOUR loss.

LOCATION

YOUR policy provides coverage for the mobile home and adjacent structures anywhere in the United States or Canada. If YOU move YOUR mobile home, please let US know within 30 days. YOUR policy provides coverage for personal effects and liability anywhere in the world, subject to all terms and conditions of the policy.

TRANSFER OF THIS POLICY

No interest in this policy can be transferred without OUR written consent. If YOU die, this policy will continue in force for the remainder of the time between the "From" and "To" dates shown on Page One. This policy will only continue for other members of YOUR family entitled to coverage at the time of YOUR death or for YOUR legal representative.

WHAT TO DO WHEN YOU HAVE A LOSS

Any theft, robbery or burglary loss must be reported to the police within 24 hours after YOU discover the loss.

When YOU have a loss, YOU or someone on YOUR behalf must notify US at once. The quickest way is to phone YOUR agent or US.

When YOU notify YOUR agent or US, please give YOUR name, policy number, how the loss happened, including the extent of the damages or injuries, names of witnesses, and all other pertinent facts at the time YOU report the loss.

If we need other information to investigate the loss, WE'll ask YOU for it. WE may require this information in writing.

If YOU have a loss, YOU must protect YOUR mobile home from any further damage. If YOU fail to do so, any further damage won't be recoverable by this policy. WE'll pay any actual reasonable expenses for necessary emergency repairs incurred in protecting the mobile home, adjacent structures and personal effects from further loss if that loss is insured by this policy.

WE may require that YOU file with US a notarized statement of loss within 90 days after the loss or damage. YOU may be required to show US the damaged property and submit to examination under oath. YOU will be required to cooperate with US in OUR effort to investigate the accident or loss, settle any claims against YOU and defend YOU. If YOU fail to cooperate, WE have the right to deny YOU coverage in this policy.

If WE make a payment under Medical Payment To Others, this isn't an admission of liability by YOU or US.

YOU, except at YOUR own cost, may not voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses or emergency repair.

When YOU have a loss that WE insure, WE'll make settlement within 60 days after WE receive an acceptable proof of loss from YOU and the amount of loss is determined as provided in this policy.

This policy is signed at the Home Office of American Bankers Insurance Company of Florida, Miami, Florida by OUR authorized representatives. It's countersigned on Page One by OUR authorized representative(s) if required.

REQUIRED STATE CHANGES

ARIZONA EXCEPTION - If this policy is written in the State of Arizona, Fire Department Service provided for under YOUR additional coverages in this policy does not apply in Arizona.

FLORIDA

Additional Living Expenses Coverage - WE'll pay reasonable additional expenses not exceeding an aggregate limit of 10% of the value of the mobile home described on Page One.

MARYLAND

Cancellation - Except for nonpayment of premium, notice of cancellation by US shall provide not less than 45 days written notice.

STATE OF MONTANA, CANCELLATION EXCEPTION - In compliance with Montana Law the policy to which this endorsement is attached is amended as follows:

"If the property insured is occupied by YOU as a domicile, WE will give YOU 30 days advance notice in writing in the event of non-renewal or cancellation of coverage."

All other provisions for cancellation remain unchanged.

NEW MEXICO EXCEPTION - If this policy is written in the State of New Mexico, Fire Department Service provided for under YOUR additional coverages in this policy does not apply in New Mexico.

WYOMING

When YOU have a loss that WE insure, WE'll make settlement within 45 days after WE receive an acceptable proof of loss from YOU and the amount of the loss is determined as provided in this policy.


SECRETARY


PRESIDENT

SECURED INTEREST PROTECTION ENDORSEMENT

If YOU borrowed money to buy YOUR mobile home, YOUR lienholder and mobile home dealer needed some security for that loan. In most cases YOUR mobile home will be the security. In other words, the loan is secured by YOUR mobile home. YOUR lienholder and mobile home dealer have a secured interest in YOUR mobile home and may require that the Secured Interest Protection Endorsement be added to YOUR policy. Any additional premium may have to be paid by YOU.

COLLISION OR UPSET

WE'LL pay the lienholder or the mobile home dealer for direct and sudden accidental loss to the mobile home caused by collision while the mobile home is being moved from one place to another. Collision which damages only wheels, tires, axles and running gear isn't covered. In each claim for loss or damage, \$100 will be deducted from the amount of loss.

ALTERATION

WE'LL pay the lienholder or the mobile home dealer if the Named Insured caused deliberate damage to the mobile home or made substantial changes in its structure with the intention of reducing its value without permission of the lienholder or the mobile home dealer.

Total Alteration results when the damage or change reduces the value of the mobile home so that the cost of repair plus the salvage value exceed the actual cash value of the mobile home before such damage or change.

Damage resulting from neglect or omission to act, or from wear and tear or hard usage won't be considered as alteration.

In each claim for loss or damage, \$100 will be deducted from the amount of the loss.

CONVERSION

WE'LL pay the lienholder or the mobile home dealer if they are unsuccessful in their efforts to recover possession of the mobile home or its missing parts due to the Named Insured's transfer of ownership without permission of the lienholder or the mobile home dealer.

In each claim for loss or damage, \$100 will be deducted from the amount of the loss.

CONCEALMENT

WE'LL pay the lienholder or the mobile home dealer if they are unable to locate the mobile home or its missing parts within 120 days after WE receive all of the lienholder's or mobile home dealer's

papers, documents and records regarding the loan as long as the Named Insured hasn't made a loan payment to the lienholder or mobile home dealer during that 120 days. A police report must be filed for each loss contained in this paragraph.

In each claim for loss or damage, \$100 will be deducted from the amount of the loss.

REPOSSESSION EXPENSE

If the mobile home is repossessed by or on behalf of the lienholder or mobile home dealer, this coverage provides payment by US to the lienholder or mobile home dealer for an amount equal to the expense of transporting the mobile home from the place of repossession to the shortest of the following:

The place where it was sold by the lienholder or mobile home dealer, or

To the nearest business location of the lienholder or mobile home dealer.

Repossession Expense applies only to the expense of returning the entire mobile home but not to the expense of returning only separate parts, equipment or accessories.

In each claim for loss, \$100 will be deducted from the amount of the loss.

OUR PAYMENT METHODS

The amount WE pay the lienholder or the mobile home dealer for loss covered by Secured Interest Protection will be the lowest of:

The cost without overhead or profit to the lienholder or the mobile home dealer for repairing or replacing the mobile home and parts with property of similar quality and value; or

The amount of interest of the lienholder or mobile home dealer in any Alternation, Conversion or Concealment loss, measured by the unpaid balance, not more than 60 days past due; less:

Unearned interest, insurance, finance and other carrying charges computed as of the date of claim, and also minus any penalties or other charges which may have been added to the loan after the loan was finalized; or

Replacement of the property with property of similar kind, quality and value; or

Actual cash value of the mobile home or of the missing parts immediately before the loss.

Repossession Expense is limited to: the rate per mile for transportation up to 70¢ per mile.

This is subject to a maximum payment of \$600.

DEDUCTIBLE

If in one claim for loss or damage, Collision or Upset, Alteration, Conversion, Concealment or Repossession Expense is involved, a \$100 deductible applies to each, but the total deductible from each such combination of losses shall not exceed \$200.

SECURED INTEREST PROTECTION DOESN'T PROVIDE COVERAGE

If the loan transaction wasn't entered into in accordance with normal and usual credit standards. WE don't pay when the lien instrument, at the time of its execution, wasn't legally enforceable and didn't represent a bona fide security transaction entered into in good faith by both parties to secure the repayment of the amount of the total loan amount;

If at the date this coverage became effective, payment was more than 30 days past due under the lien instrument covering the mobile home;

For the gas bottles, fuel tanks, steps, skirting, beds, curtains, spreads, drapes, furniture or equipment. WE don't pay for appliances that have worn out or have been discarded, even if replaced;

If the loss is caused by failure of anyone to maintain the mobile home, its parts and equipment in good working order;

Unless the Named Insured has defaulted on the loan and the mobile home has been repossessed.

GENERAL CONDITIONS OF SECURED INTEREST PROTECTION**Other Insurance**

If there is other collectible insurance for loss by Collision or Upset, the other insurance coverage pays first and Secured Interest Protection will pay next, but only if the entire loss isn't covered by the other insurance.

Our Right to Recover from Others

After WE have made a Secured Interest Protection payment, WE give up the right to recover the payment from the lienholder or the mobile home dealer, except for fraudulent actions of the lienholder or mobile home dealer.

WE give up the right to recover payment from the Named Insured. In Kansas, Pennsylvania and New York, WE don't give up the right to recover payment from the Named Insured.

What to do When a Loss Occurs

The lienholder or mobile home dealer must tell US as soon as there is suspicion of or actual knowledge loss has occurred. If the mobile home has been repossessed, WE must be told within 30 days after repossession.

The lienholder or mobile home dealer must give US, as part of the notice of loss or potential loss, the following:

Inspection report prepared at the time of repossession describing the condition of the mobile home and a listing, in detail, of the parts which are missing;

Manufacturer's invoice;

Any letters or other papers detailing their efforts to locate any item(s);

Retail sales contract;

Credit application;

Detailed description of damage and alterations;

All available evidence showing exactly how the mobile home was equipped and sold;

Summary of collection efforts;

Statement to the local law enforcement agency to which the loss was reported.

The lienholder or mobile home dealer must, at its own expense, use every reasonable effort, including litigation, until settlement of the loss to:

Secure, protect and preserve the mobile home from loss;

Locate the Named Insured, the mobile home and any missing parts;

Declare the loan in default;

Repossess the mobile home for which any claim is to be made;

Collect all amounts.

The lienholder or mobile home dealer must allow US to review and copy any other books, records and files that will assist US in settling a claim.

All losses must be promptly reported to the police.

The General Policy Condition of the Mobilowners Policy titled WHAT TO DO WHEN YOU HAVE A LOSS doesn't apply to this endorsement.

The day WE receive all the required information will be the effective date of claim and all computations will be made as of that day.

The General Policy Conditions of the Mobilowners Policy apply to the Secured Interest Protection Endorsement unless WE have already changed it in writing.

Named Insured means the person or persons named on Page One and is not intended necessarily to acknowledge legal title or ownership of the insured property.

IMPORTANT DOLLAR-SAVING REMINDERS

- ✓ When trading **YOUR** mobile home always specify that **YOUR** policy be endorsed to cover the new mobile home **YOU'RE** purchasing.
- ✓ Ownership in **YOUR** policy can be transferred to whomever **YOU** sell **YOUR** mobile home. Merely send **US** the name and address of the new owner with the request over **YOUR** signature that **YOUR** policy be transferred.

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA
11222 Quail Roost Drive, Miami, FL 33157-6696 (305) 253-2244**

**MOBILOWNERS PROGRAM
MANDATORY AMENDATORY ENDORSEMENT
TENNESSEE**

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Under the GENERAL POLICY CONDITION, LEGAL ACTION AGAINST US is deleted and replaced by the following:

ACTION AGAINST US

No action shall apply against US unless:

1. there has been full compliance with all the terms of this policy; and
2. the action is brought within 2 years from the date when YOU discover the loss.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

AJ4008EC-0504

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

11222 Quail Roost Drive, Miami, FL 33157-6595 (305) 253-2244

MOBILOWNERS PROGRAM

TENNESSEE MANDATORY ENDORSEMENT

The effective date of cancellation stated in the "Notice of Cancellation" shall become the end of the policy period.

If this policy is cancelled, YOU may be entitled to a premium refund. If so, WE will send YOU the refund. However, making or offering to make the refund is not a condition of cancellation.

AB4161EC-981

AB4161Z.DOC-0599

AMERICAN BANKERS INSURANCE COMPANY

OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6598 (305) 253-2244

Attention: Mobile Home and RV Services

**MOBILOWNERS PROGRAM
MANDATORY AMENDATORY HAIL ENDORSEMENT**

HAIL, as shown on page 6 of YOUR policy is replaced with the following:

Hail

The amount WE'LL pay YOU for loss or damage from hail depends on the type of loss or damage it causes.

Hail can cause structural damage, which is the actual penetration of the exterior surface or the cracking or breaking of support materials. When this type of loss, or damage occurs, WE'LL pay YOU the cost of repairing or replacing the damaged portion of the property.

Hail often dents the exterior surface of a mobile home. Since there is no structural damage, this will in no way affect the utility of the mobile home. The amount WE pay for this will be the difference between the actual cash value of YOUR property immediately before the loss and its actual cash value immediately after the loss.

YOU may choose to repair the damage. The claim for repair must be made within 180 days after the loss.

Payment will be made to YOU for amount of repair less any payment made for the actual cash value difference before and after the loss.

AB4473EC-0285

AB4473Z.DOC-0899

AB4562EC-1186

AB4562Z.DOC-0599

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**11222 Quail Roost Drive, Miami, FL 33157-6696 (305) 253-2244
Attention: Mobilehome and RV Services**MOBILOWNERS PROGRAM****MOBILE HOME PERSONAL LIABILITY AMENDATORY ENDORSEMENT**

WE agree with YOU that the Personal Liability Coverage is amended to include the following:

"Under Personal Liability Coverage and Medical Payments to Others Coverage WE do not cover Bodily Injury or Property Damage arising out of communicable diseases or sickness as may have been transmitted by YOU or any insured person or as may have arisen from YOUR or any insured person's activities. Such coverages also do not apply to Bodily Injury or Property Damage arising out of any sexual act, including, but not limited to, assault, molestation, abuse, incest or rape."

All other provisions of this policy apply.

**THE CHANGE(S) SHOWN ABOVE WILL APPLY TO YOUR
POLICY AND ALL OF ITS TERMS AND CONDITIONS**

INFORMATION BELOW MUST BE COMPLETED IF THIS FORM IS ADDED AFTER PREPARATION OF YOUR POLICY			
THIS FORM IS A PART OF YOUR POLICY NUMBER	ISSUED TO YOU	DATE PREPARED / /	AND IS EFFECTIVE AT 12:01 A.M. STANDARD TIME
COUNTERSIGNED AT (CITY AND STATE)	SIGNED BY OUR AUTHORIZED AGENT	OUR AGENT CODE	

AB4562EC-1186

AB4562Z.QOC-0566